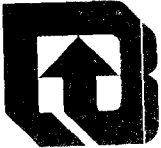


North Dallas Bank & Trust Co.  
12900 Preston Road at LBJ  
Dallas, Texas 75230  
214/387-1300



North Dallas Bank

9-619A610

Frank H. Cox  
Executive Vice President

No.

Date JAN 10 1979

Fee \$50.00

RECORDATION N. 70011 Filed 1425

CERTIFIED MAIL

ICC Washington, D. C. JAN 10 1979-9 20 AM

INTERSTATE COMMERCE COMMISSION

January 2, 1979

Secretary of the  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Sir:

Enclosed is our check in the amount of \$50.00 for recordation fees along with three original railroad car security agreements which instruments we would like to have recorded.

A return envelope is enclosed for your convenience so that you may mail the material back to us after recordation.

Very truly yours,

Frank H. Cox  
Executive Vice President

FHC:ss  
Encs.

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**1/10/79**

OFFICE OF THE SECRETARY

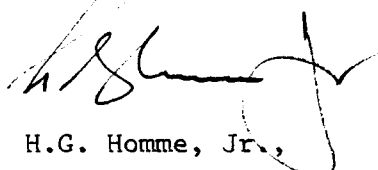
Frank H. Cox  
North Dallas Bank & Trust Co.  
12900 Preston Road At LBB  
Dallas, Texas 75230

Dear Sir:

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on 1/10/79 at 9:20am,  
and assigned recordation number(s)

10C11

Sincerely Yours,



H.G. Homme, Jr.,  
Secretary

Enclosure(s)

SE-30-T  
(2/78)

JAN 10 1979-9 20 AM

Number:

INTERSTATE COMMERCE COMMISSION

Advanced	\$ 27,000.00
Interest	\$ 12,617.87
Total	\$ 39,617.87

NORTH DALLAS BANK & TRUST CO.  
RAILROAD HOPPER CARS - SECURITY AGREEMENT

A. PARTIES

1. Debtor Phillip D. Dettle and Patricia A. Dettle
2. Address 17011 Graystone, Dallas, Texas 75248
3. Bank: North Dallas Bank & Trust Co.
4. Address: Post Office Box 30037, Dallas, Dallas County, Texas 75230

B. AGREEMENT

Subject to the applicable terms of this security agreement, Debtor grants to Bank a security interest in the collateral to secure the payment of the obligation.

C. OBLIGATION

1. The following is the obligation secured by this agreement:
  - a. Note executed by Phillip D. Dettle and Patricia A. Dettle in favor of North Dallas Bank & Trust Co. for the sum of thirty nine thousand, six hundred and seventeen & 87/100 (\$ 39,617.87) Dollars, dated the 2nd day of January, 19 79.
  - b. All past, present, and future advances, of whatever type, by Bank to Debtor, and extension and renewals thereof.
  - c. All existing and future liabilities, of whatever type, of Debtor to Bank, and including (but not limited to) liability for overdrafts and as indorser and surety.
  - d. All costs incurred by Bank to obtain, preserve and enforce this security interest, collect the obligation and maintain and preserve the collateral, and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage costs and expenses of sale.
  - e. Interest on the above amounts, as agreed between Bank and Debtor, or if no such agreement, at the maximum rate permitted by law.

D. COLLATERAL

1. The security interest is granted in the following collateral:

One (1) new 4,750 cu. ft. capacity, 100 Ton covered Hopper Railroad Car - Serial No. PLMX10886

together with all rights of Debtor in and to any and all lease or rental agreements covering such equipment.

All substitutes and replacements for, accessions, attachments and other additions to the above property.



## DEFAULT

1. Any of the following is an event of default: failure of Debtor to pay any note in the obligation in accordance with its terms, or any other liability in the obligation on demand, or to perform any act or duty required by this agreement; falsity of any warranty or representation in this agreement when made; substantial change in any fact warranted or represented in this agreement; involvement of Debtor in bankruptcy proceedings; death, dissolution or other termination of Debtor's existence; merger or consolidation of Debtor with another; substantial loss, theft, destruction, sale, reduction in value, encumbrance of, damage to or change in the collateral; modification of any contract, the rights to which are part of the collateral; levy on, seizure or attachment of the collateral; judgement against Debtor; filing any financing statement or other lien claim with regard to the collateral, other than relating to this security interest; Bank's belief that the prospect of payment of any part of the obligation or the performance of any part of this agreement is impaired.
2. Upon the occurrence of any event or condition of default set forth above, the Bank shall have all the rights and remedies provided by the Uniform Commercial Code, including, but not limited to, the right to take possession of the collateral; the right to require the Debtor to assemble the collateral and make it available to Bank at a place designated by the Bank; the right to sell, lease or otherwise dispose of any or all of the collateral in its then condition or following any commercially reasonable preparation or processing. Disposition of the collateral may be by public or private proceedings and may be made by way of one or more contracts as a unit or in parcels and at any time and place and on any terms and in any manner which is commercially reasonable. Reasonable notification of the time and place of any public sale or reasonable notice of the time after which any private or other intended disposition is to be made shall be sent by the Bank to the Debtor, if it has not signed after default a statement renouncing or modifying its rights of notification of sale. The requirements of reasonable notification shall be met if such notice is mailed, postage prepaid, to the address of the Debtor as shown herein at least ten (10) days prior to the time of sale or disposition.

### I. FIRST AND PRIOR LIEN

This security interest grants to Bank a first and prior lien to secure the payment of the obligations secured hereby and extensions and renewals thereof. If Bank disposes of the collateral following default, the proceeds of such disposition available to satisfy the indebtedness shall be applied first to the notes listed herein, and renewals and extensions thereof, in the order of execution, and thereafter to all remaining indebtedness secured hereby, in the order in which such remaining indebtedness was executed or contracted. For the purpose of this paragraph, an extended or renewed note will be considered executed on the date of the original note.

"INSURANCE ON THE COLLATERAL IS REQUIRED IN CONNECTION WITH THIS LOAN AND BORROWER SHALL HAVE THE OPTION OF FURNISHING THE REQUIRED INSURANCE EITHER THROUGH EXISTING POLICIES OF INSURANCE OWNED OR CONTROLLED BY HIM OR OF PROCURING AND FURNISHING EQUIVALENT INSURANCE COVERAGES THROUGH ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS."

IN WITNESS WHEREOF the Debtor has hereunto set its hand this

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Patricia A. Dettle  
Phillip D. Dettle

DEBTOR

Address of Debtor:

17011 Graystone, Dallas, Texas 75248

NORTH DALLAS BANK & TRUST CO.

By

Frank H. Cox, Executive Vice President

Name and Title

THE STATE OF Texas  
COUNTY OF Dallas

On this the 2nd day of January, 1979, before me  
personally appeared Phillip D. Dettle

to me known to be the person described in and who executed the  
foregoing instrument and he acknowledged that he executed the same  
as his free act and deed.

Joe Sullivan  
Notary Public, Dallas County

My commission expires 3-31-79

THE STATE OF Texas  
COUNTY OF Dallas

On this the 2nd day of January, 1979, before me  
personally appeared Patricia A. Dettle

to me known to be the person described in and who executed the  
foregoing instrument and he acknowledged that he executed the same  
as his free act and deed.

Joe Sullivan  
Notary Public, Dallas County

My commission expires 3-31-79

THE STATE OF TEXAS

COUNTY OF

On this 2nd day of January, 1979, before me personally appeared Frank H. Cox, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of North Dallas Bank & Trust Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joe Sullivan

Notary Public, Allen County, T

My commission expires 3-31-79.